

Exhibit A

MEMORANDUM OF TERMS AND CONDITIONS OF SALE

Property Address:

City:

State:

142 South Killinsly Rd.
Foster R.
Rhode Island

The other terms to be announced at the sale are as follows:

The auctioneer may require the successful bidder, or nominee, other than the mortgagee, (hereinafter the "Buyer"), to deposit the required deposit with the auctioneer, which deposit shall be retained by the mortgagee if the Buyer shall refuse to sign this Memorandum of Sale or, if after signing, the Buyer does not perform his or her obligations hereunder. If the deposit is so retained, it shall become the property of the foreclosing mortgagee under this agreement, and shall not be applied to the mortgage debt.

The sale shall not be deemed completed until the Buyer has made his or her deposit and has signed this Memorandum of Sale. The balance of the purchase price shall be paid at HARMON LAW OFFICES, P.C., 150 California Street, Newton, MA 02458, by certified or bank check on or before 11:00 a.m. on the 30th day following the sale, provided that such day is one on which the City/Town in which the property is located is open for business, and if not, then on the next day on which the said City/Town is open for business. Time is of the essence of this agreement.

The undersigned Buyer shall be named as the Grantee on the Foreclosure Deed unless Harmon Law Offices, PC receives from the Buyer the name of an alternate Grantee in writing within three (3) business days from the signing of this Memorandum. Notwithstanding the use of terms by the Buyer, in signing this Memorandum, such as "nominee," "assignee" or similar language, designations intended to allow for future or alternate purchasers shall be disregarded in the preparation of the Foreclosure Deed.

If the mortgagee does not convey title to the Buyer for any reason, the mortgagee's sole responsibility shall be the return of deposit paid. The Buyer shall have no further recourse against the mortgagee, the mortgagee's attorney or the auctioneer.

The premises shall be conveyed by the usual Foreclosure Deed under the statutory power of sale, subject to any and all unpaid taxes, tax titles, tax liens, water and sewer assessments or liens, any other municipal assessments or liens. The premises shall be conveyed subject to any encumbrances which may constitute a prior lien thereon. ~~The premises shall be conveyed subject to any restrictions and easements of record,~~ liens concerning said realty and rights of redemption for unpaid federal taxes, if any, as shall, notwithstanding this provision, constitute valid liens or encumbrances thereon after said sale. Where applicable, the premises shall be conveyed subject to unpaid condominium fees.

The Buyer shall pay all recording costs, including, but not limited to, recording fees
Rhode Island-Memorandum of Sale (rev. 11.28.07)

and documentary stamps.

No personal property of any nature is included in this contract of sale, except such as are mentioned in writing herein.

If, as of this date, there is any tenant or occupant in residence, the Buyer, if he or she wishes to evict such tenant or occupant, must do so at his or her own expense.

The sale will not be invalidated by errors or misdescription of the size of the parcel or land sold, or the improvements which may be thereon and the Buyer agrees to waive any claim or right he or she might otherwise have by reason of any such error or misdescription, and agrees that if the property sold can be identified by the description as given or any part thereof, he or she will accept same at the full price bid in complete satisfaction and fulfillment on the part of the foreclosing mortgagee and Auctioneer of each and all of their obligations of this contract.

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the mortgagee shall have no responsibility for maintaining insurance on the premises. In the event that the premises is damaged by fire or other casualty from or after this date, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price, and upon consummation of such sale, the mortgagee shall pay over or assign to the Buyer any amounts recovered or recoverable if and to the extent any such damage by fire or other casualty was insured against, less any amounts reasonably expended by the mortgagee in order to obtain such recovery.

If the Buyer, including the mortgagee, shall refuse to execute this Memorandum of Sale or shall fail to perform hereunder, the mortgagee reserves the right to offer the premises to the second highest bidder, or nominee, for the second highest bid pursuant to this Memorandum. In the event that said second highest bidder shall refuse to execute the Memorandum or shall fail to perform thereunder, then the mortgagee shall have the option to purchase the premises for the amount of the second highest bid.

The Buyer acknowledges that no representations or warranties of any kind whatsoever, other than those set forth herein, have been made by or on behalf of the mortgagee and that the premises are conveyed in "as is" condition.

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing Memorandum of Terms and Conditions of Sale and agree to the terms and conditions as set forth herein. I further acknowledge that I have received a copy of said Memorandum.

At the sale held under the above notice terms, the premises have been sold to the undersigned Buyer for Three Hundred Twelve Thousand Dollars (\$ 312,000.00), of which Buyer has not made the deposit in the amount of Five Thousand Dollars (\$ 5,000.00), and hereby agrees to pay the balance of the consideration, as above provided.

Executed under seal this 9 day of September 2008.

BY: [Signature]
Buyer
1524 Atwood Ave Suite 140
Address
Johnston, R.I 02919
City, State ZIP
401-487-0812
Telephone Number
401-490-2243

BY: [Signature]
Auctioneer
Jeffrey Craig
#5574
12:15pm



0193233
OFFICIAL CHECK

6-2815
0110

*****5,000.00

DATE: 09/08/2008

VOID IF ANY PART OF CHECK IS COPIED OR REPRODUCED

PAY TO THE
ORDER OF A. POLYMER BUSINESS

Drawer: Sovereign Bank

**NON NEGOTIABLE
CUSTOMER COPY**

DRAWEE: SOVEREIGN BANK ISSUED BY: SOVEREIGN BANK

AUTHORIZED SIGNATURE



DETACH AND RETAIN FOR YOUR RECORDS

Memo:

193233

09/08/2008

*****5,000.00

Account Holder:

Account Number: 44904951587

Branch Number: 0449